

RENTAL APPLICATION

Name (1) _____ Soc. Sec. # _____
First Middle Last
Age _____ Date of Birth _____

Name (2) _____ Soc. Sec. # _____
First Middle Last
Age _____ Date of Birth: _____

Name (3) _____ Soc. Sec. # _____
First Middle Last
Age _____ Date of Birth _____

Name (4) _____ Soc. Sec. # _____
First Middle Last
Age _____ Date of Birth: _____

Present Address: _____ How long _____

Landlord: _____ Phone: _____

Employer (1) _____ Address: _____

Employer's Phone: _____ Position _____ Approx. Salary: \$ _____ /month

Employer (2) _____ Address: _____

Employer's Phone: _____ Position _____ Approx. Salary: \$ _____ /month

Auto: Year: _____ Make: _____ Color: _____ License No.: _____ State: _____

Year: _____ Make: _____ Color: _____ License No.: _____ State: _____

Person to be notified in emergency: _____ Phone: _____

Address: _____ Relationship: _____

Have you ever been convicted of a crime: Yes _____ No _____ If yes, please explain: _____

Have you ever had a judgment for Unlawful Detainer? Yes _____ No _____

Application fee of \$25.00 is required.

RENTAL AGREEMENT

Rental Address: _____ Apartment No. _____

Rent: \$ _____/month Move-in Date: _____

Residents: The following persons, and only those named herein, shall reside in this apartment:

AGREEMENT: In this agreement, the Residents named above agree to rent the above property for the stated term, and thereafter from month to month, and _____, as owner, agrees to lease the same apartment to Residents for the same period of time, at the stated initial rental rate.

TERM: Residents agree to rent this apartment at least from _____ until _____, which period shall constitute the original term of this lease. When this original term is over, this agreement shall continue as a month-to-month lease which may be terminated by either Residents or Owner with a full calendar month + one day's written notice. Calendar month is the same as a full rental period, that is, from the 1st thru the last day of the month.

FAILURE TO GIVE POSSESSION: If, due to causes beyond its control, including, but not limited to, the holding over of a previous resident, Owner is unable to give possession of the apartment to Resident on the date promised, Owner shall not be subject to any liability for this failure to give possession. In this event, Resident does not have to start paying rent until he is offered possession of the apartment.

DAMAGE, CLEANING & SECURITY DEPOSIT: As a consideration for the execution of this agreement, Resident agrees to pay a security, cleaning & damage deposit of \$ _____ which shall be refundable, with 5% simple interest, within three (3) weeks after vacating, less agreed upon charges provided (a) premises are left in clean rentable condition, (b) no damage has occurred to the premises, (c) all keys are returned, (d) all other terms and condition of this agreement have been satisfied.

CARPET CLEANING: Residents agree to pay a carpet cleaning charge at termination of \$100.00 for one bedroom & efficiency units, \$120.00 for two bedroom units, \$140.00 for three bedroom units, and \$160.00 for a house. Residents can choose to clean their own carpets, but must provide Owner with a paid receipt and receive written release from Owner after an inspection.

PAINTING: If Resident vacates the unit inside of one (1) calendar year, and the unit needs repainting, the tenant will be responsible for all costs of repainting at the current market rates.

PAYMENT OF RENT: full rent is due the **FIRST** day of each month payable _____. If rent is not received by the fifth day of the month, Resident shall pay an additional rent of \$15.00 plus \$10.00 per day for each additional day the rent or any portion of it is delinquent, and the total amount due shall be the rent rate plus the additional rent. If a bank returns a Resident's check unpaid because of non-sufficient funds, the Resident shall pay additional rent noted above for the days elapsed until the check is re-deposited and clears the bank. In addition to the check returned because of non-sufficient funds.

PAYMENT OF UTILITIES: **R = Resident** **O = Owner**

_____ Water/Sewer	_____ Trash Removal	_____ Electric	_____ Cable
_____ Telephone	_____ Natural Gas	_____ Other	

PROPER NOTICE MUST BE GIVEN BEFORE MOVING: At the end of the original term, or any calendar month thereafter, Resident(s) may terminate occupancy only after giving a **written** full calendar month's notice. This notice must be received before the first day of the month that vacating will take place. The notice must be acknowledged by Owner to be effective. Improper, late, partial month, and verbal notices will not be accepted.

During the period after which proper notice has been given, Residents will keep the unit clean and in showable condition for prospective new residents. If this condition is not adhered to Residents will be responsible for one (1) additional month's rent.

VACATING: Residents agree that when they terminate occupancy, they will vacate the apartment by **12:00 NOON** of the last day of the month to enable new Residents to move in that evening. At such time, Residents agree to leave the apartment in good, clean, and rentable condition. If the unit is vacated late, there will be an additional \$10.00/hour charge for any and all additional time the unit remains occupied.

RETURN OF SECURITY DEPOSIT: Resident agrees to provide Owner with a self-addressed, stamped envelope at the time of, or prior to, vacating the apartment for Owner's use in returning Resident's security deposit. It is understood and agreed that upon Resident's failure to provide Owner with a forwarding address as stated herein, Owner is hereby released from any responsibility or penalty for Owner's inability to return Resident's security deposit in a timely manner.

RESIDENTS ALSO AGREE:

1. To observe reasonable rules for the building and to respect the rights of other to reasonable quiet.
2. To change or add **NO** locks and, upon vacating, to return all keys to Owner.
3. To keep **NO** animals in the apartment without prior approval in writing.
4. To keep carpet, floors, fixtures, and appliances regularly cleaned.
5. To do **NO** repainting or make **NO** alterations in the apartment without Owner's written consent.
6. To refrain from leaving or storing personal affects on stairs or in common area inside or outside of the building without Owner(s) consent.
7. To repair promptly, at their own expense, any damage caused by Residents or their guests to the building, carpet, drapes, fixtures or appliances in the apartment or common areas anywhere on the premises.
8. To notify Owner promptly of any damage or needed repairs to building, furnishings or appliances, including plumbing leaks, heating defects and electrical failures.
9. To allow Owners access to the apartment for inspection or repair work at all reasonable times and to allow access for showing the apartment for re-rental at all reasonable times after notice is given.
10. There will be a \$10.00 charge incurred each time the Resident locks themselves out of their apartment. After 10:00 PM, Resident will stay elsewhere for the night.
11. This agreement is a lease for the period of time stated above. It may be enforceable by either party. Residents may each be liable for each month's rent of the full term. Residents **MAY NOT** assign this lease or sublet without Owner's **WRITTEN** consent.

DEFAULT: Resident will be in default under the terms of this agreement if (a) they do not make a rent payment when due or in the full amount; or (b) they do not deep any of their other promises in this agreement. If Resident is in default, Owners may re-enter and take possession of the above property. Residents will have no further right to possess or use the property, but will be liable for the rent for the remainder of the lease.

Any notice to Owner shall be given to: _____ All Residents agree that notices and demand delivered by Owners to the apartment constitute proper notice to all Residents.

OTHER CONDITIONS AGREE TO: _____

DATE: _____ OWNER: _____

DATE: _____ RESIDENTS: _____

ADDENDUM TO LEASE

1. ALL WRITTEN LEASES FOR LICENSED PREMISES EXECUTED AFTER AUGUST 31, 1995, SHALL CONTAIN A CLAUSE PROVIDING THAT THE CONDUCT WHICH WOULD BE VIOLATIVE OF SECTION 38.152, SUBD. 2 SHALL CONSTITUTE BOTH A MATERIAL BREACH OF THE LEASE AND GROUNDS FOR TERMINATION OF SUCH LEASE.
2. THE VIOLATIONS AS LISTED IN SECTION 38.152, SUBD. 2 ARE:

R.C.O. SEC. 34.20-34.27	Overcrowding
R.C.O. SEC. 85.01	Prostitution
R.C.O. SEC. 85.02	Indecent Conduct
R.C.O. SEC. 85.04	Participation In a Disorderly House
R.C.O. SEC. 85.10	Loud Parties, Gatherings Or Other Unnecessary Loud Noises
M.S. SEC. 97B.021, 97B.045, 609.66-609.67, 624-712-624-716 Unlawful Possession, Transportation, Sale, Or Use Of A Weapon	
M.S. SEC. 152.01-152.035, 152.027 SUBD. 1 & 2 Unlawful Sale Or Possession Of Controlled Substances	
M.S. SEC. 340A.401 Unlawful Sale Of Alcoholic Beverages	
M.S. SEC. 609.72 Disorderly Conduct	
M.S. SEC. 609.75-609.76 Gambling	
M.S. SEC. 609.221, 609.222, 609.223, 609.2231 Prohibits assaults, except domestic assaults, that are the same as defined by state law, are not included herein.	
M.S. SEC. 617.23-617.200 Obscenity	
3. PRIVACY AND QUIET: ARE A REALITY WHEN NEIGHBORS MUTUALLY RECOGNIZE AND RESPECT EACH OTHER'S RIGHTS, SOCIABLE GATHERINGS OF RESIDENTS AND THEIR FRIENDS ARE WELCOMED PROVIDED, HOWEVER, THAT SUCH GATHERINGS ARE NOT ALLOWED TO BECOME OBJECTIONABLE TO OTHER RESIDENTS, ESPECIALLY AFTER 10:00 P.M. YOU ARE ENTIRELY RESPONSIBLE FOR THE CONDUCT OF YOUR GUESTS IN YOUR APARTMENT AS WELL AS ANYWHERE ON THE PREMISES. THE PROPERTY MANAGERS WILL EXERCISE THE NOISE ORDINANCE LAW FOR THE CITY OF ROCHESTER SHOULD THEY DEEM THE RESIDENT'S BEHAVIOR IN VIOLATION OF THIS LAW.
4. UNNECESSARY LOUD NOISE ORDINANCE IS ENFORCED 24 HOURS A DAY.
5. ILLEGAL ACTIVITY
 - A. THE TENANT AGREES THAT THE TENANT AND MEMBER OF THE HOUSEHOLD MUST NOT ENGAGE IN OR PERMIT:
 1. ANY CRIMINAL ACTIVITY, INCLUDING DRUG RELATED CRIMINAL ACTIVITY, WHETHER IN THE UNIT OR ELSEWHERE ON OR NEAR THE DEVELOPMENT.
 2. ANY OTHER UNLAWFUL ACTIVITY IN THE UNIT OR ON THE DEVELOPMENT.
 3. THE TENANT AGREES TO OBEY ALL FEDERAL, STATE, AND LOCAL LAWS.
 4. TENANT IS HELD RESPONSIBLE FOR THE CONDUCT OF THEIR GUESTS.
6. CHANGING RULES: THESE RULES AND REGULATIONS MAY BE MODIFIED; ALTERED OR REVISED ANY TIME AT THE SOLE DISCRETION OF THE OWNER.

Dated: _____

Resident

Dated: _____

Owner